

MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 20 day of Sept A. D. 1910 at 10:05 o'clock a.m.

Fees, \$.

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 20 day of September A. D. 1910, between F. O. Altham, Sr. Amanda F. Altham, Jr. Mary Rec Altham of Tulsa County, in the State of Oklahoma, of the first part, and Julius H. Hoff of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of Thirteen hundred Dollars (\$ 1,300.00), the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: The southerly fifty (50) feet of lot five (5) in block one hundred and twenty nine (129) in the City of Tulsa, State of Oklahoma according to government plat and survey thereof DOLLARS.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Amanda F. Altham, Jr. Mary Rec Altham hand this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

As before (A) fourteen months after date for value received, we (either of us) promise to pay to the order of Julius H. Hoff Thirteen hundred (\$1,300.00) Dollars with interest at the rate of ten (10%) per annum payable semi-annually. Also privilege of paying any part of principal or interest paying date.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, their heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and agree to pay the sum of 25.00 and 10% per cent of the amount of the note above described as addition and interest of note in full of interest or attorney's fee in witness whereof, The said party of the first part have hereunto set their hand and the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Roscoe Adams

in and for said County and State on this September day of 1910, personally appeared F. O. Altham, Sr. Amanda F. Altham, Jr. Mary Rec Altham and Julius H. Hoff executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 6, 1914

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Julius H. Hoff of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of 1,300.00 DOLLARS,

to Julius H. Hoff in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto

heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha hereunto set his hand this 20 day of September 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 20 day of September A. D. 1910, at 10:05 o'clock a.m. Fee, \$.

Register of Deeds.

RECEIPT.

\$ 1,300.00
Received of

the within-named mortgagee the sum of 1,300.00 DOLLARS, and

in full satisfaction of the within mortgage.

For this received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me 1st May 1913

Julius H. Hoff

Register of Deeds